



महाराष्ट्र MAHARASHTRA

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NAGPUR TREAS
CH 890080

27 AUG 2024

Stamp Head Clerk/Sr. C

NOTARIAL REG
ENTRY NO 9700
DATE 31/8/2024



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this, 31st day of August 2024 the between the Municipal Council Wanadongari, Declared by Govt. of Maharashtra resolution MUN-2016 /NO-6/UD-18 Dtd. 26.10.2016 represented by its Chief officer, Municipal Council Wanadongari (here in after referred to as Party No. 01), which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns on the one part, and (1) M/s Ashtavinayak Developers through Director Girish M Jaiswal through POA holder Prasanna Planners through (1) Prakash D Chafle aged about 57 years Occupation-Business, R/o Ajni, Nagpur-440010, (PAN-ABG1C2456D, Aadhaar No.572737825271),, (2) Amit G Heda aged about 48 years Occupation-Business, R/o Bhandara, (PAN-ABW1H01357Aadhaar No.684833217575),, (3) Shakti G Jaiswal aged about 38 years Occupation-Business, R/o

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Amit G Heda

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Beltarodi, Nagpur-440010, (PAN-ANKPJ7466B, Aadhaar No. 766227587137, hereinafter called the **PARTY NO.2**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PARTY NO.1**, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**:-

WHEREAS the said Party No.02 are the absolute owner of land admeasuring **1.79 H.R.** (17937.876 Sq.mt.) comprised in **Kh No. 104/21 to 104/23, 104/25 to 104/28, 104/37 to 104/40, 104/41 to 104/42 and 104/44 of Mouza- Wanadongari, Tahsil Nagpur (Rural); Dist. Nagpur. AND**

Whereas The aforesaid land is covered under Municipal Council Wanadongari, Declared by Govt. of Maharashtra resolution MUN-2016 /NO-6/UD-18 Dtd. 26.10.2016 by which Municipal Council Wanadongari has been established as Planning Authority for the Region. AND

WHEREAS, Municipal Council Wanadongari, Nagpur has approved Tentative layout plan on dated 26/04/2024 and the **final** layout under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1966 was approved by the Chief officer on dated **09/08/2024** Tahsildar, Hingana has issued N.A. sanad for the aforesaid land admeasuring 1.79 HR from Agricultural use to Non-Agricultural for the Residential purpose vide order dated **21.05.2024** and DSL Hingana has demarcated the said layout on **10.06.2024. (demarcation no - 200/2024)** AND

WHEREAS the Party No. 02 desirous to get the layout on the aforesaid land to develop for the **Residential** purposes, in accordance with the plans, specifications and Development Control Promotion Regulations and

WHEREAS the aforesaid land is situated in the area covered by the Municipal Council Wanadongari, Declared by Govt. of Maharashtra resolution MUN-2016 /NO-6/UD-18 Dtd. 26.10.2016, the said land is under jurisdiction of Municipal Council Wanadongari. The party No.01 has control over the area in the matter of development of layout of said land; and

WHEREAS the Party No.02 has applied for the development permission to the Party No 1 for developing the said land and Party No. 02 has given acceptance to the Terms and Conditions of Party No.01 to develop the land as per plans, suggestions and directions of Party No.01 in the manner of size, location, specifications and designs of plots and development works including Cement Concrete Road, CC Paver Block, RCC pipe sewer lines with SFRC covers, RCC pipe storm drains with SFRC Grills and rainwater harvesting system, CI/DI/HDPE water-pipe lines, Sewage Treatment Plant (STP), Grey Water Recycling and reuse plant along with necessary drainage line etc., Compound Wall to open space, development of internal pathway in open space, tree plantation, development of open space, Installation of play field equipment & erection of name board at open space in the name of freedom fighter or similar persons as approved by Municipal

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Amit Heda

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street lighting in the layout at its own cost.

(a) To deposit with Party No.01 refundable sum of 7,16,000/- being 5% of estimated development cost @ Rs. 80 lakhs per Hector (Total Amount of Rs. 7,16,000/- Only) towards Security Deposit for completion of all development works mentioned above. Security Deposit shall bear no interest. Party no 2 can also opt for mortgage of the land valuing at estimated development cost in the name of party no 1.

Party No.02 has accordingly deposited 7,16,000/- vide Fix deposit Receipt No. 24828378 dated **26/08/2024** with Party No. 01.

(b) The Party No. 02 shall have to deposit non-refundable levy, assessment and **Development Charges** as per clause 124 B of M.R. & T.P. Act 1966 (Amended) on total land under the layout.

Party No.02 has accordingly deposited **Rs. 16,37,728/-** vide N.P. Receipt No. 1891 dated **22/08/2024** with Party No. 01.

(c) If the aforesaid land is covered by Town Planning Scheme in future, the party no. 02 shall be liable to pay to the Party No.01 the betterment and development charges which may be assessed on the plot(s) in accordance with the provisions of the Maharashtra Regional & Town Planning Act 1966.

Provided that the Party No. 02 shall be liable to pay development charges to the Party No.01 in respect of the unsold plots in layout and the purchasers shall be responsible to pay development charges to the Party No.01 in respect of the plots sold to them. The Party No.02 both bind it to incorporate a clause in the sale deed of each plot to the effect that the plot(s) is sold subject to the responsibility of the purchaser's to pay betterment and development charges to the Party No.01 in accordance with the provisions of the Maharashtra Regional & Town Planning Act 1966.

(d) The Party No. 02 shall be solely responsible for all the data and calculations thereof supplied in connection with the land under sanctioned layout. If any error is found subsequently, the Party No. 02 shall agree to modify the design, layout, alignment of roads, sizes of plots etc., as may be decided by the Party No. 01.

(e) The Party No. 02 shall agree to adjust the irregular portions of the land as may be necessary in accordance with the scheme/layout plan approved by the Party No. 01 for the said area, for which purpose the Party No. 02 may either be required to transfer its land to the Party No. 01 or purchase someland from the owners of the adjoining lands or from the Party No. 01 at the rates and on the conditions as may be decided by the Party No.01 and till such adjustment is made by Party No.02, the irregular plots in this layout shall not be sold or used in any manner whatsoever, by the Party

... A. Chonde, Amit Hede, S. Gaikwad

shall give undertaking to the Authority at the time of occupation certificate in case of Group Housing Scheme and at the time of final approval in case of plotted layout, that he will transfer the recreational open space at a nominal cost of Re.1/- to the society/ association whenever it is formed. The recreational open space shall not be sold/leased out / allotted/transferred for any purpose, to any other person and it shall not be put to any other use except for the common use of society / association of the residents/occupants as mentioned in Regulation No.3.4.7 as per UDCPR Clause No.3.4.2. Accordingly party no. 2 has submitted undertaking on dated _____.

b) If the authority is convinced that there is misuse of open spaces; in such case the authority shall take over the land of recreational open space.

(10) The Party No. 02 shall agree that any amount due to the Party No.1 on account of development works taken up by the Party No. 01 as per the terms of this agreement or on any account, that the due amount shall be a first charge on land and shall be recovered by the Party No. 01 as per the law. The Party No. 02 shall recite this and other terms in the sale deed/s of the plot(s) that shall be sold by the Party No. 02 and shall be binding on the purchasers.

(11) The Party No. 02 shall not sub-divide the land in this layout without obtaining prior written permission of the Party No. 01.

In the matter of use and construction in this layout land, the Party No. 01 shall have an unfettered control in accordance with the Development Control & Promotional Regulations and zoning regulation as may be in force from time to time. In the event of sale of land the Party No. 02 shall incorporate in the sale deed the conditions to the above effect of this agreement.

(12) It is hereby agreed between the parties hereto that in the event of breach on the part of Party No. 02 of any of the terms and conditions expressed herein or his failure to comply with any of the terms & conditions expressed herein mentioned, the Party No.1 will not grant permission for construction of the building on this layout or in any part thereof on this layout.

(13) The Party No. 02 shall be solely responsible for providing electrification in layout and shifting of L.T. line/ H.T. line of MSEB affected in the layout at his/ its own risk & cost with necessary permission from relevant competent authority.

(14) The Party No. 01 shall release the plots in favour of the Party No. 02 in proportion to the development works carried out to the satisfaction of the Party No. 01. The Party No.2 shall not transfer/sale the plots in the layout before release of the same by Party No. 01. The plots in the layout shall be released in the following manner:

(a) 20% plottable area shall be released after execution of agreement and after due approval of

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as per this agreement & one year after handing over of services, development works to Municipal Council. Security Deposit shall bear no interest.

(16) Party No. 02 has submitted affidavit, declaration & Indemnity Bond, undertaking regarding land not affected by ULC Act 1976, undertaking regarding class of land as per G.R. of Revenue Department dated 22/01/2016 on requisite stamp paper to party No. 1 in confirmation of its ownership. If any legal dispute arises regarding the said land, the Party No. 02 shall be solely responsible for it. Further Party No. 02 indemnifies Party No. 01 & Government against any claims & damages arising out of such legal disputes. Also Council bears no responsibility for ownership title of the said property, if any dispute arises regarding the said property or any irregularities are found the applicant will be solely responsible and applicant will not be eligible for any kind compensation from party no 1.

(17) It is agreed between the parties that if required the Party No. 02 shall bear the costs of the execution and registration of this agreement, other documents, deeds etc.

(18) It is also hereby agreed that in the event of difference of opinion between the parties to the agreement hereto in respect of any matter or matters contained herein, the decision of the Administrator/Chief officer Municipal Council Wanadongari, shall be final and binding on Party No. 02. Administrator/Chief officer Municipal Council Wanadongari, shall be sole Arbitrator in case of any dispute.

(19) The Sanction once accorded through this Development Permission shall remain valid for Four Years in the aggregate but shall have to be renewed every one year from the date of its issue. The application for renewal shall be made before expiry of one year if the work is not already commenced. Such renewal can be done for three consecutive terms of one year after which proposals shall have to be submitted to obtain development permission afresh. If application for renewal is made after expiry of the stipulated period during which commencement certificate is valid then the Administrator/Chief officer Municipal Council Wanadongari may condone the delay for submission of application for renewal by charging necessary fees. But in any case issue of development permission shall not be renewed for a period of more than four years from the date of development certificate. Provided that no such renewal shall be necessary if the work is commenced within the period of valid permission. i.e. where the Final Demarcation and provision of water bound macadam roads completed and such permission shall remain valid till the work is completed.

(20) Fly Ash should be used for construction of embankment for road work where embankment is more than 2 m.

(21) Fly Ash products like paving blocks/tiles, Bricks etc. should be used for construction of

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Amrit Hathy

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